

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. CS-JUNE-2016

Date: June 21, 2016

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY TO ENTER CLOSED SESSION PURSUANT
TO THE OPEN PUBLIC MEETINGS ACT**

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-6 to 10:4-21, requires that meetings of public bodies shall be open to the public at all times, except that the public body may exclude the public only from that portion of a meeting at which the public body discusses matters set forth in N.J.S.A. 10:4-12b; and

WHEREAS, the Northwest Bergen County Utilities Authority ("Authority") Board of Commissioners intends to hold a closed meeting on the following subject matters which are authorized by N.J.S.A. 10:4-12b:

Pending Litigation, Privileged Attorney-Client Communication
Regarding Contractual Dispute.

NOW, THEREFORE, BE IT RESOLVED by the Authority's Board of Commissioners,
that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority's Governing Body shall meet in closed session on June 21, 2016, to discuss the above-referenced matters.
3. The minutes, or parts thereof, of the closed session discussion may be disclosed to the public upon the determination by the Board of Commissioners that the public interest will no longer be served by such confidentiality.
4. This Resolution shall be effective immediately.

ADOPTED: June 21, 2016

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. CS-JUNE-2016

Date: June 21, 2016

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY TO ENTER CLOSED SESSION PURSUANT
TO THE OPEN PUBLIC MEETINGS ACT**

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on June 21, 2016.


ALISON GORDON
SECRETARY


BRIAN CHEWCASKIE
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered		✓							
Seconded					✓				
Aye	✓	✓		✓	✓	✓	✓		✓
Nay									
Absent			✓					✓	
Abstain									
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 51-2016

Date: June 21, 2016

**APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND
PENSIONS & BENEFITS TRANSFERS**

WHEREAS, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

WHEREAS, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

WHEREAS, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of May 2016 and Health Benefits and Dental Benefits transfers for June 2016; and

WHEREAS, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listing on the attached reports and have found them to be in order.

NOW, THEREFORE, BE IT RESOLVED,

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated June 21, 2016 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$192,644.73

ACCOUNT: Tax Deposit Account
Total: \$94,142.31

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$111,477.65

ACCOUNT: Health Benefits Contribution Employee
Total: \$9,319.15

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 51-2016

Date: June 21, 2016

**APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND
PENSIONS & BENEFITS TRANSFERS**

ACCOUNT: Dental Benefits
Total Transfer: \$4,014.52

ACCOUNT: PERS and Contributory Insurance
Total Transfer: \$30,169.10

ACCOUNT: Operating Account
Total: \$373,604.91

ACCOUNT: General Improvement Account
Total: \$1,013,220.21

ACCOUNT: 2014 WWT Project Account
Total: \$1,595.30

ACCOUNT: 2015 WWT Project Account
Total: \$56,024.67


SECRETARY


CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered				✓					
Seconded					✓				
Aye	✓	✓		✓	✓	✓	✓		✓
Nay									
Absent			✓					✓	
Abstain									
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 52-2016

Date: June 21, 2016

**RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
DIRECTING APPLICATION BE MADE TO THE LOCAL FINANCE BOARD PURSUANT TO
N.J.S.A. 40A:5A-6 AND AUTHORIZING ITS PARTICIPATION IN THE BOND FINANCING
PROGRAM OF THE BERGEN COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (the "Authority") desires to make application to the Local Finance Board for its review of a proposed project financing in connection with the refunding of its Revenue Bonds, 2009 Series A; and

WHEREAS, the Authority has reviewed the Bond Financing Program proposed by The Bergen County Improvement Authority (the "BCIA"), whereby the Authority would issue bonds through the Bond Financing Program of the BCIA; and

WHEREAS, the Authority believes that participation in the BCIA's bond financing Program will benefit the Authority due to reduced interest costs as a result of a guaranty by the County of Bergen, State of New Jersey (the "County Guaranty") on the debt service of the BCIA Bond Financing Program; and

WHEREAS, the Authority further believes that any savings the Authority can achieve for its taxpayers, is of utmost importance to its community and accordingly, the Authority desires to issue its bonds through the Bond Financing Program of the BCIA; and

WHEREAS, THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY believes that:

- (a) it is in the public interest to accomplish such purposes,
- (b) said purposes or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units,
- (c) the amounts to be expended for said purposes or improvements are not unreasonable or exorbitant,
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and such purposes or improvements will not cause any undue financial burden to be placed upon the local unit or units,

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, as follows:

Section 1. The Authority hereby authorizes the Authority's participation in the BCIA Bond Financing Program.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 52-2016

Date: June 21, 2016

**RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
DIRECTING APPLICATION BE MADE TO THE LOCAL FINANCE BOARD PURSUANT TO
N.J.S.A. 40A:5A-6 AND AUTHORIZING ITS PARTICIPATION IN THE BOND FINANCING
PROGRAM OF THE BERGEN COUNTY IMPROVEMENT AUTHORITY**

Section 2. Application to the Local Finance Board for consideration by said Board of the Authority's proposed project financings is hereby approved and the Authority's Counsel and Bond Counsel, along with the other representatives of the Authority, are hereby authorized to prepare such application and to represent the Authority in the matters pertaining thereto.

Section 3. The Secretary of the Authority is hereby directed to cause a copy of this resolution to be filed with the Local Finance Board as a part of such application.

Section 4. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings as provided in subsection (7) of the Local Authorities Fiscal Control Law, constituting Chapter 313 of the Pamphlet Laws of 1983, of the State of New Jersey.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a Regular Meeting held on June 21, 2016.


SECRETARY


CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered					✓				
Seconded		✓							
Aye	✓	✓			✓	✓	✓		✓
Nay									
Absent			✓					✓	
Abstain									
Recuse				✓					

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 53-2016

Date: June 21, 2016

**PROPOSED SANITARY SEWER EXTENSION
294 VOORHIS AVENUE
TOWNSHIP OF WYCKOFF**

WHEREAS, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the "Authority") on behalf of the Township of Wyckoff (hereinafter referred to as the "Applicant") for approval of a proposed sanitary sewer extension to be located at 294 Voorhis Avenue, Wyckoff, New Jersey (hereinafter referred to as the "Property"); and

WHEREAS, the Property proposes to provide sanitary sewer service to one existing single family home in the Township of Wyckoff; and

WHEREAS, the Authority's technical advisor has reviewed the application and the documents and drawings submitted in support thereof and, by memorandum dated June 8, 2016 has recommended that the Authority approve the Property, subject to fulfillment of certain terms and conditions, finding that when completed, the Property will contribute an average daily flow of 300 gallons per day (gpd), or 1 additional residential EDU to the Authority's systems; and

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made on behalf of the Township of Wyckoff for approval of a proposed sanitary sewer extension to be located at 294 Voorhis Avenue, in the Township of Wyckoff, New Jersey be approved upon condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

1. The construction shall conform to all applicable requirements of Township of Wyckoff;
2. The installation of the sewers and appurtenances be inspected and approved by the Township of Wyckoff;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 53-2016

Date: June 21, 2016

**PROPOSED SANITARY SEWER EXTENSION
294 VOORHIS AVENUE
TOWNSHIP OF WYCKOFF**

3. That all newly constructed sewers be tested for infiltration and exfiltration and that such testing be observed and the results approved by an Authority engineer who has been provided with 2 days notice of such testing;
4. That the Applicant pay for engineering expenses incurred by the Authority for all inspection and testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Property;
6. That any manholes constructed or modified by reason of this Property be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Property;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;
9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005; and
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 53-2016

Date: June 21, 2016

**PROPOSED SANITARY SEWER EXTENSION
294 VOORHIS AVENUE
TOWNSHIP OF WYCKOFF**

FURTHER RESOLVED, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Property as may be required by governmental agencies having jurisdiction thereto.



SECRETARY



CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered				✓					
Seconded					✓				
Aye	✓	✓		✓	✓	✓	✓		✓
Nay									
Absent			✓					✓	
Abstain									
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 54-2016

Date: June 21, 2016

**RESOLUTION TO AMEND THE ENGINEERING AGREEMENT OF
CHAVOND BARRY ENGINEERING CORP. THAT PROVIDES
ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE
INCINERATOR EMISSIONS UPGRADE PROJECT**

WHEREAS, recent regulations of the United States Environmental Protection Administration (hereinafter referred to as the "USEPA") set strict limits for nine pollutants under Section 129 of the Clean Air Act; and

WHEREAS, in order for the Northwest Bergen County Utilities Authority (hereinafter referred to as "OWNER") to meet the USEPA's regulations for new low emission limits, it was necessary to significantly upgrade the Authority's air pollution control equipment (hereinafter referred to as the "PROJECT"); and

WHEREAS, the OWNER has previously submitted a "Loan Application" and "Design Documents" to the New Jersey Department of Environmental Protection and to the New Jersey Environmental Infrastructure Trust (hereinafter collectively referred to as the "NJEIT") in order to finance the PROJECT at the lowest possible cost; and

WHEREAS, the OWNER engaged the services of the ENGINEER to undertake and complete necessary and essential professional engineering services in connection with construction administration and field inspection for the PROJECT as required by the NJEIT; and

WHEREAS, the original scope of services included construction administration and field inspection during construction and assistance to the OWNER in the preparation of documents related to the NJEIT in connection with this PROJECT; and

WHEREAS, Chavond Barry Engineering Corp. was previously authorized to perform these services on a time and material basis at a not to exceed cost of \$450,000; and

WHEREAS, Chavond Barry Engineering Corp. has expended additional effort beyond what was initially anticipated in order to assist the Contractor and its subcontractors and hereby requests an amendment to their original proposal; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 54-2016

Date: June 21, 2016

**RESOLUTION TO AMEND THE ENGINEERING AGREEMENT OF
CHAVOND BARRY ENGINEERING CORP. THAT PROVIDES
ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE
INCINERATOR EMISSIONS UPGRADE PROJECT**

WHEREAS, Chavond Barry Engineering Corp. has developed an amended proposal to perform the additional construction administration and field inspection services required for the remaining work, which includes the final phases of start-up, testing of the equipment, and system integration, on a time and material basis at hourly rates attached to this resolution at a not to exceed cost of \$200,000.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, as follows:

1. The Chairman or Vice-Chairman of the Authority is authorized to execute an Agreement with Chavond Barry Engineering Corp. to provide the additional Engineering and Professional Services required for the completion of the Incinerator Emissions Upgrade Project; and
2. The Executive Director of the Authority is authorized to execute the NJDEP "Affidavit for Professional Services" (Form LP-11) for Chavond Barry Engineering Corp. to provide the additional Engineering and Professional Services required for the completion of the Incinerator Emissions Upgrade Project; and
3. The Secretary is hereby directed to cause notice to be published as required by law; and
4. Upon execution, a fully executed and confirmed copy of the Amended Professional Services Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION


No. 54-2016

Date: June 21, 2016

**RESOLUTION TO AMEND THE ENGINEERING AGREEMENT OF
CHAVOND BARRY ENGINEERING CORP. THAT PROVIDES
ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE
INCINERATOR EMISSIONS UPGRADE PROJECT**

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on June 21, 2016.


ALISON GORDON
SECRETARY


BRIAN CHEWCASKIE
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaheer	Plumley	Chewcaskie
Offered						✓			
Seconded							✓		
Aye	✓	✓			✓	✓	✓		✓
Nay									
Absent			✓					✓	
Abstain									
Recuse				✓					

AMENDED AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between:
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, Bergen County, NJ,
with place of business at 30 Wyckoff Avenue at Authority Drive, Waldwick, NJ
hereinafter referred to as the "OWNER,"

AND

CHAVOND-BARRY ENGINEERING CORP., Blawenburg, NJ, hereinafter referred to
as the "ENGINEER."

WITNESSETH, whereas it is the intention of the OWNER to engage the services of the
ENGINEER to undertake and complete necessary and essential professional engineering services
in connection with contract administration and resident inspection for Contract No. 268,
INCINERATOR EMISSIONS UPGRADE PROJECT, hereinafter referred to as the "PROJECT"
in the Borough of Waldwick for the OWNER; and

WHEREAS, it is the intention of the OWNER that this project be funded with loan
assistance from the New Jersey Environment Infrastructure Financing Program pursuant to
N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to
N.J.A.C. 7:22-4.1 et seq., and all applicable interim and final rules and regulations published in
the New Jersey Register through June, 2005.

NOW, THEREFORE, in consideration of these premises, and of the mutual covenants
and premises hereinafter contained, the OWNER and ENGINEER hereby agree as follows:

SECTION A – ENGINEERING SERVICES

The ENGINEER agrees to perform the various professional engineering services required
for contract administration and resident inspection during the construction phase of the
PROJECT. The ENGINEER agrees to serve as the OWNER's professional engineering
representative in all phases of this project, including, but not limited to, meetings, construction
inspection and contract administration, and reviews by authorized groups or agencies. The
ENGINEER shall give consultation and advice to the OWNER during the performance of his
services and shall assist the OWNER in the preparation of applications and supporting
documents for governmental loans or advances in connection with the Contract.

SECTION 1 – GENERAL SCOPE OF SERVICES

1.1 Contract Administration and Resident Inspection

1.1.1 The ENGINEER shall furnish additional copies of plans, specifications, and contract documents, as required by prospective bidders, material suppliers, and other interested parties, but may charge said parties for actual cost of such additional copies. The OWNER shall advertise for receipt of bids and shall award the Contract based on the Engineer's recommendations. Upon award of the Contract, the ENGINEER will furnish the OWNER five sets of plans, specifications, and Contract Documents for execution; the cost of these sets being included in the basic compensation paid to the ENGINEER.

1.1.2 The ENGINEER will attend the bid opening and tabulate the bid proposals, make analysis of bids, and make recommendations for awarding contracts for construction.

1.1.3 The ENGINEER will provide assistance as needed in finalizing contract documents for award of the contract.

1.1.4 The ENGINEER will provide consultation and advice to the OWNER during construction.

1.1.5 The ENGINEER will check and approve any necessary shop and work drawings furnished by contractors.

1.1.6 The ENGINEER shall provide horizontal and vertical control for all structures in the form of benchmarks or reference points to be used by the contractor in staking the construction.

1.1.7 The ENGINEER shall review laboratory, shop and mill test reports of materials and equipment as needed.

1.1.8 The ENGINEER shall respond to complaints, review claims and change orders and provide responses as needed, including the preparation of sketches or supplementary drawings as required to resolve the actual field conditions encountered.

1.1.9 The ENGINEER shall coordinate and attend job meetings with the Contractor, OWNER, inspection staff and applicable outside agencies.

1.1.10 The ENGINEER shall endeavor, when performing the services set forth in this agreement, to observe as an experienced and qualified design professional, the progress and quality of the executed work of contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to

make exhaustive on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for the OWNER that completed work of contractor will conform to the contract documents, but the ENGINEER shall not be responsible for the failure of the contractors to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the ENGINEER shall keep the OWNER informed on the progress of the work, shall endeavor to guard the OWNER against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the Contract Documents.

1.1.11 Whenever the ENGINEER considers it necessary or advisable to ensure the proper carrying out of the intent of the Contract Documents, the ENGINEER shall notify the OWNER of any necessity to stop work or require special examinations or testing of the work (whether fabricated, installed, or completed), and if the OWNER so directs, the ENGINEER shall act as the OWNER's representative as to the same.

1.1.12 The ENGINEER will review requisitions submitted by contractors for progress and final payments. Based on his on-site observations as an experienced and qualified design professional, and on his review of contractor's periodic applications for payment and supporting data, the ENGINEER shall determine, as often as necessary, the amount owing to the contractor and certify, in writing, to the OWNER whether payment is due to the contractor in such amounts. Such certificates for payment shall constitute a representation to the OWNER, based on the ENGINEER's observations and review, that the work has progressed to the point indicated and that, to the best of his/her knowledge, information and belief, the quality of work is in accordance with the Contract Documents. By issuing certificate of payment, the ENGINEER shall not be deemed to represent that he has made any examination to ascertain how or for what purpose the contractor has used the monies paid or the amount of the contract sum.

1.1.13 The ENGINEER shall conduct, in company with the OWNER, a final inspection of the project for compliance with the design plans, Contract Documents, and all change orders approved by the OWNER, and shall certify, in writing, to the OWNER whether final payment is due to the contractor.

1.1.14 The ENGINEER shall supply sufficient resident inspector(s) on a part-time basis

for each work phase of the project to perform field inspection of the construction work. The ENGINEER will provide Resident Inspectors, as required, to adequately inspect the contractor's work effort and his compliance with the requirements of the specifications, including environmental and cultural resource protection.

1.1.15 The ENGINEER shall supply sufficient technical personnel to perform the required office engineering services for contract administration.

1.1.16 This Agreement calls for a total of 3,550 man-hours to be provided for inspection and contract administration services.

1.1.17 One year from the completion of construction, the ENGINEER shall conduct an inspection of the project for compliance with the project performance standards, and shall certify, in writing, to the OWNER, whether the project is in compliance or corrective actions must be undertaken.

1.1.18 The ENGINEER will prepare a set of Record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant. One set of paper prints and one exact reproducible digital copy of the Record Drawings will be furnished to the OWNER.

1.1.19 The ENGINEER shall review and approve operation and maintenance data provided by the Contractor. Operation and maintenance instruction shall be reviewed for compliance with the project design intent. Supplementary operating instructions will be provided in addition to contractor furnished data to integrate systems with OWNERS existing operating facilities.

SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES

2.1.1 The ENGINEER shall submit invoices and vouchers for professional engineering services performed hereunder to the OWNER as follows:

Monthly vouchers shall be submitted indicating the amount of actual time expended by the ENGINEER on the project during the past one month period.

2.1.2 The OWNER shall pay the ENGINEER the amount of each invoice and voucher within 45-days of the date of receipt of each invoice and voucher.

2.1.3 All professional services outlined in Section 1.1 herein, dealing with the

construction portion of the work, will be compensated and billed monthly based hourly rates listed in the attached billing rate schedule. These values cannot be changed without a formal contract amendment as outlined in Section 5.1. Estimated budget for services covered under this agreement is \$650,000. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.1.4 The performance of contract work shall commence upon the signing of this Agreement and shall terminate by March 21, 2017.

SECTION 3 – OWNER’S RESPONSIBILITIES

The OWNER shall:

3.1 Provide all criteria and full information as to its requirements on the project.

3.2 Assist the ENGINEER by placing at his disposal all available written data pertinent to the site of the project; include previous reports, and other data affecting the design and/or construction of the project to which the OWNER has access.

3.3 Furnish the ENGINEER with available data on property boundary, right-of-way, topographic and utility surveys, all of which the ENGINEER will rely on.

3.4 Guarantee access to property and make all provision for the ENGINEER and to public and private lands as required for the ENGINEER to perform the services under this Agreement.

3.5 Examine all sketches, opinions of the construction cost, and other documents presented by the ENGINEER to the OWNER and render, in writing, the OWNER’s decision pertaining thereto within a reasonable time from the date of the ENGINEER’s request so as not to delay the work of the ENGINEER. If any delays by the OWNER beyond a reasonable time do occur, the ENGINEER shall be granted a suitable extension of time for the completion of the work with the extent of the delay.

3.6 Hold all required meetings, serve all required public and private notices, and set properly upon all matters not the responsibility of the ENGINEER, but necessary to development of the project, and pay all costs incidental thereto.

3.7 Furnish the ENGINEER with a copy of any design or construction standards adopted by the OWNER which the ENGINEER shall be required to follow in the preparation of Contract Documents for the project.

3.8 Designate, in writing, the person to act as the OWNER's representative with respect to engineering services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions with the respect of the services covered by this Agreement.

3.9 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the work.

3.10 Furnish or instruct the ENGINEER to provide, at the OWNER's expense, necessary additional services as stipulated in sections of this Agreement, or as required for completion of the project and approved in writing by the OWNER.

SECTION 4 – ADDITIONAL SERVICES AND PAYMENT THEREFOR

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others additional services of the following types which shall be paid for by the OWNER as hereinafter provided.

4.1.1 Redesign required by the OWNER after preliminary or final plans have been prepared by the ENGINEER and approved by the OWNER, provided said redesign is not required as a result of any negligence on the part of the ENGINEER in the preparation of the design.

4.1.2 Revisions or changes to reports, applications, permits, property surveys, descriptions, etc., required by the OWNER after the ENGINEER has prepared them (it) in accordance with basic engineering services described in the engineering agreement between the OWNER and ENGINEER in the preparation of said reports, applications, permits, property surveys, property descriptions, etc.

4.1.3 Redesigns or revisions or changes required because of inadequate, insufficient surveys, property descriptions, etc., furnished by the ENGINEER or due to the refusal of regulatory agencies to approve said matters because they do not meet their currently applicable requirements, are not to be considered additional services within the intent of this section and will not be paid for by the OWNER.

4.1.4 Appearances before courts or boards on matters of litigation related to the project.

4.1.5 Preparation of any other reports, studies, or documents which require engineering services not otherwise provided for in this Agreement, including, without limitation, services to

be furnished by the OWNER hereunder.

4.2 Payment for additional services specified in this section shall be negotiated at the time of request for the additional services.

SECTION 5 – GENERAL

5.1 This Agreement represents the entire agreement between the OWNER and ENGINEER. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

5.2 This Agreement and all of the covenants hereto shall inure to the benefit of assigns, and legal representatives, except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

ENGINEER:

CHAVOND-BARRY
ENGINEERING CORP.

ATTEST:

ATTEST:

**CBE Engineering Cost Estimate
Construction Services**

NBCUA Incinerator Emissions Upgrade Project

Item	Description	CBE Staff Hours					Total Hrs	Total
		Supervising Engineer	Process Engineer	Senior Design Engineer	Project Manager, Design Specialist	Mechanical Design Specialist		
	Billing Rate:	\$248	\$ 248	\$157	\$141	\$123		
1.1.1	Print and deliver sets of specifications for Owner						-	\$1,500
1.1.2	Attend bid opening and provide recommendation		4		4		8	\$1,556
1.1.3	As needed, finalize documents for bid award					4	4	\$491
1.1.4	Provide consultation to Owner (incl. w/ on-site work)						-	-
1.1.5	Approve shop drawings		16	200		40	256	\$40,277
1.1.6	Verify drawing reference points				4		4	\$566
1.1.7	Review material submittals			320			320	\$50,253
1.1.8	Address field changes		24		16		40	\$8,204
1.1.9	Attend Meetings (14 month project, onsite avg. 1x/2wk, 6 hr days)		174				174	\$43,068
1.1.10	On-site observations (14month projects, onsite avg. 2x/wk, 10hr days)	70	140		420	490	1120	\$171,517
1.1.11	Ensure that contractor is properly carrying out work (incl.)						-	-
1.1.12	Review payment apps		16		24		64	\$10,300
1.1.13	Final inspection upon completion		10				10	\$2,475
1.1.14	Supply sufficient inspectors (incl.)						-	-
1.1.15	Supply sufficient office personnel (incl.)						-	-
1.1.16	Specified # of hours (incl.)						-	-
1.1.17	Follow-up inspection		24			16	40	\$7,904
1.1.18	Provide record drawings + 1 set of prints		24		24	24	72	\$12,280
1.1.19	Review O&M data		40	40			80	\$16,182
-	Attend Pre-bid meeting			8			8	\$1,980
-	Shakedown/Heat-Up/Start-Up Support (~2 weeks)			100			100	\$24,752
-	Stack Testing on-site support			24		16	40	\$8,204
-	Stack Testing data review/submit to NJDEP			24		60	124	\$19,336
-	Project Coordination	16	16	16	16	16	80	\$14,660
-	Reimbursable expenses (mileage, etc.)						-	\$14,496
	Totals	86	644	576	584	654	2544	\$ 450,000

CBE Engineering Cost Estimate

Construction Services

NBCUA Incinerator Upgrade Project

Item	Description	CBE Staff Hours					CCS Staff hours			Total Hrs	Cost Total
		Supervising Engineer	Process Engineer	Senior Design Engineer	Project Manager, Design Specialist	Mechanical Design Specialist	SCADA Design Specialist	Equipment & Materials			
	Billing Rate:	\$240	\$240	\$161	\$145	\$130	\$150				
1.1.1	Print and deliver sets of specifications for owner										
1.1.2	Attend Bid opening and provide recommendation										
1.1.3	As needed, finalize documents for bid award										
1.1.4	Provide consultation to owner (incl. w/ onsite work)										
1.1.5	Approve shop drawings		24				16		40	\$8,160	
1.1.6	verify drawing reference points										
1.1.7	Review material submittals		8				8		16	\$3,120	
1.1.8	Address field changes		65				188	11,109	253	\$54,909	
1.1.9	Attend meetings		30						30	\$7,200	
1.1.10	On-site observations	21.5	40				90		151.5	\$28,260	
1.1.11	Ensure that contractor is properly carrying out work (incl.)										
1.1.12	Review payment apps	12		10					22	\$4,490	
1.1.13	Final inspection upon completion	12		20					32	\$6,100	
1.1.14	Supply sufficient inspectors (incl.)										
1.1.15	Supply sufficient office personnel (incl.)										
1.1.16	Specified # of hours (incl.)										
1.1.17	Follow up inspection	20		35	35		24		114	\$19,110	
1.1.18	Provide record drawings + 1 set of prints			30			8		38	\$6,030	
1.1.19	Review O&M			25					25	\$4,025	
--	Shakedown / startup support		65						65	\$15,600	
--	Permitting			31					31	\$4,991	
--	Stack testing on-site support		96						96	\$23,040	
--	Stack testing data review/submit to NJDEP & EPA	8		45	40				93	\$14,965	
	Totals	73.5	328	196	75	0	334		1006.5	\$200,000	

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 55-2016

Date: June 21, 2016

**PROPOSED SANITARY SEWER EXTENSION
269 EAST CRESCENT AVENUE
TOWNSHIP OF MAHWAH
BLOCK 127, LOTS 1, 3-7**

WHEREAS, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the "Authority") on behalf of Apple Ridge Mahwah, LLC (hereinafter referred to as the "Applicant") for approval of a proposed sanitary sewer extension to be located at 269 East Crescent Avenue, Township of Mahwah, New Jersey, Block 127, Lots 1, 3-7 (hereinafter referred to as the "Project"); and

WHEREAS, the Project proposes to provide sanitary sewer service to a proposed multi-phased development consisting of 34 single family homes; and

WHEREAS, the Authority's technical advisor has reviewed the application and the documents and drawings submitted in support thereof and, by memorandum dated June 17, 2016 has recommended that the Authority approve the Project, subject to fulfillment of certain terms and conditions, finding that when completed, the average daily flow will increase by 1,210 gallons per day (gpd), resulting in a total of 34 residential EDUs to the Authority's system; and

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made on behalf of the Apple Ridge Mahwah, LLC for a proposed sanitary sewer extension to be located at 269 East Crescent Avenue, in the Township of Mahwah, New Jersey be approved upon condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

1. The construction shall conform to all applicable requirements of Township of Mahwah;
2. The installation of the sewers and appurtenances be inspected and approved by the Township of Mahwah;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 55-2016

Date: June 21, 2016

**PROPOSED SANITARY SEWER EXTENSION
269 EAST CRESCENT AVENUE
TOWNSHIP OF MAHWAH
BLOCK 127, LOTS 1, 3-7**

3. That all newly constructed sewers be tested for infiltration and exfiltration and that such testing be observed and the results approved by an Authority engineer who has been provided with 2 days notice of such testing;
4. That the Applicant pay for engineering expenses incurred by the Authority for all inspection and testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Project;
6. That any manholes constructed or modified by reason of this Project be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Project;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;
9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005; and
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 55-2016

Date: June 21, 2016

**PROPOSED SANITARY SEWER EXTENSION
269 EAST CRESCENT AVENUE
TOWNSHIP OF MAHWAH
BLOCK 127, LOTS 1, 3-7**

FURTHER RESOLVED, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Project as may be required by governmental agencies having jurisdiction thereto.



SECRETARY

VICE-
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered					✓				
Seconded						✓			
Aye	✓	✓		✓	✓	✓	✓		
Nay									
Absent			✓					✓	
Abstain									
Recuse									✓

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 56-2016

Date: June 21, 2016

**PROPOSED SANITARY SEWER EXTENSION
145 CARLOUGH ROAD
BOROUGH OF UPPER SADDLE RIVER
BLOCK 401, LOTS 2 & 4**

WHEREAS, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the "Authority") on behalf of the Borough of Upper Saddle River (hereinafter referred to as the "Applicant") for approval of a proposed sanitary sewer extension to be located at 145 Carlough Road, Borough of Upper Saddle River, New Jersey, Block 401, Lots 2 & 4 (hereinafter referred to as the "Project"); and

WHEREAS, the Project proposes to provide sanitary sewer service to a proposed multi-phased development consisting of 44 single family homes; and

WHEREAS, the Authority's technical advisor has reviewed the application and the documents and drawings submitted in support thereof and, by memorandum dated June 17, 2016 has recommended that the Authority approve the Project, subject to fulfillment of certain terms and conditions, finding that when completed, the average daily flow will be 12,600 gallons per day (gpd), or 44 additional residential EDUs will become tributary to the Authority's system; and

WHEREAS, it is recommended that the Authority approve the Project, subject to fulfillment of certain terms and conditions by the Applicant.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made on behalf of the Borough of Upper Saddle River for a proposed sanitary sewer extension to be located at 145 Carlough Road, in the Borough of Upper Saddle River, New Jersey be approved upon condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

1. The construction shall conform to all applicable requirements of Borough of Upper Saddle River;
2. The installation of the sewers and appurtenances be inspected and approved by the Borough of Upper Saddle River;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 56-2016

Date: June 21, 2016

**PROPOSED SANITARY SEWER EXTENSION
145 CARLOUGH ROAD
BOROUGH OF UPPER SADDLE RIVER
BLOCK 401, LOTS 2 & 4**

3. That all newly constructed sewers be tested for infiltration and exfiltration and that such testing be observed and the results approved by an Authority engineer who has been provided with 2 days notice of such testing;
4. That the Applicant pay for engineering expenses incurred by the Authority for all inspection and testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Project;
6. That any manholes constructed or modified by reason of this Project be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Project;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;
9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005; and
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 56-2016

Date: June 21, 2016

**PROPOSED SANITARY SEWER EXTENSION
145 CARLOUGH ROAD
BOROUGH OF UPPER SADDLE RIVER
BLOCK 401, LOTS 2 & 4**

FURTHER RESOLVED, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Project as may be required by governmental agencies having jurisdiction thereto.



SECRETARY

VICE- 
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered					✓				
Seconded						✓			
Aye	✓	✓		✓	✓	✓	✓		
Nay									
Absent			✓					✓	
Abstain									
Recuse									✓

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 57-2016

Date: June 21, 2016

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY AUTHORIZING STIPEND AND LICENSE
INCENTIVE PAYMENTS TO SUPERVISORY AND MANAGERIAL EMPLOYEES**

WHEREAS, the Authority encourages all employees to obtain licenses and pursue trades that benefit the Authority; and

WHEREAS, four supervisory employees possess licenses that confer benefits on the Authority; and

WHEREAS, two supervisory employees and one managerial employee have provided services to the Authority in a skilled trade; and

WHEREAS, the Authority's Superintendent has recommended license incentive and stipend payments for all of the supervisory and managerial employees referenced above; and

NOW, THEREFORE, BE IT RESOLVED by the Authority's Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority is hereby authorized to pay Bart Brophy a license incentive of \$4,500 for holding a S3/C3 license.
3. The Authority is hereby authorized to pay Angelo DiPaola a license incentive of \$3,750 for holding a S2/C3 license.
4. The Authority is hereby authorized to pay Alexander Lerch a license incentive of \$1,500 for holding a S1, C1 license.
5. The Authority is hereby authorized to pay Robert Genetelli a license incentive of \$6,000 for holding a S4/C4 license.
6. The Authority is hereby authorized to pay William Eletto a trade stipend of \$1,000 for his Backflow Preventer Certification.
7. The Authority is hereby authorized to pay Angelo DiPaola a trade stipend of \$1,000 for his Backflow Preventer Certification.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 57-2016

Date: June 21, 2016

RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY AUTHORIZING STIPEND AND LICENSE INCENTIVE PAYMENTS TO SUPERVISORY AND MANAGERIAL EMPLOYEES

8. The Authority is hereby authorized to pay Andrew Agugliaro a stipend of \$1,000 for his PACP certification and TV camera truck service.
9. This Resolution shall be effective immediately.

ADOPTED: June 21, 2016

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on June 21, 2016.


ALISON GORDON
SECRETARY


BRIAN CHEWCASKIE
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered				✓					
Seconded					✓				
Aye	✓	✓		✓	✓	✓	✓		✓
Nay									
Absent			✓					✓	
Abstain									
Recuse									